

An Abstract of the case of Lawrence Lownes Esquire, Concerning the Mannors of *Hutton, Wandisley, and Angram*, with advowson of the Church of *Hutton*, in the County of the City of *Yorke*, as it resteth vpon the proofes.

Peter Bland of London Esquire, was seized of, and in the Mannors and advowson afore-sayd, in his demesne as of Fee, and being so thereof seized according to a deliberate agreement betwixt him, and the sayd Lawrence Lownes vpon accompts made betwixt them, and due consideration of his the sayd Peters estate, did giue and deliuer vnto the sayd Lawrence Lownes bonds, and specialties, amounting to 1150 l. and by his deede indented, bearing date the 12. of Nouem. 22. Iacob. Reg. sealed and deliuered before many sufficient witnessses without exception, and acknowledged before Sr. James Huse one of the Maisters of the Chancery, and there duly inrolled, did bargain, and sell, the sayd Mannors and premises, vnto the sayd Lawrence Lownes, and vnto James Milles, and Iosiffe Lownes, and their heires for euer; yet in trust onely for the sayd Lawrence Lownes and his heires. And afterwards, the sayd Peter Bland 24. Nouem. 22. Iacob. by his other deede indented, sealed, and deliuered before many like witnessses, and likewise acknowledged before the sayd Master of the Chancery, and there duly inrolled, did further bargain, and sell, assure, release, and confirme the sayd Mannors and premises, to the sayd Lawrence Lownes, James Milles, and Iosiffe Lownes, and their heires, in trust, as afore-sayd, with a couenant for assurances of the premises.

And afterwards, for further assurance according to his couenant, 27. Iunij, 1. Caroli, the sayd Peter Bland acknowledged a fine of the sayd Mannors and premises before a Sericant at Law, in the presence of many persons of good worth, quality, and credit, which by his Indenture sealed and deliuered before many like witnessses, dated 26. Iunij, 1. Caroli, was declared to be to the former vles.

The reasons and considerations inducing the sayd Peter Bland, to make the sayd assurances of the said Mannors and premises, and disposal of specialties for the said 1150 l. to the said Lawrence Lownes.

1. Valuable Considerations.
1. 340 l. in hand payd by the sayd Lawrence Lownes, to the sayd Peter Bland.
 2. 310 l. per annum, to be payd vnto the sayd Bland during his life, by the sayd Lawrence Lownes, the sayd land being worth, and let for 216 l. per annum, and no more.
 3. 50 l. to be payd after the sayd Peter Blands death yearly, by the sayd Lawrence Lownes, to M^{rs}. Ioane Langborne, one of the sayd Blands Daughters during her life, she being a healthy woman, not yet exceeding forty yeares of age.
 4. The sayd Lawrence Lownes, is by appointment of the sayd Peter Bland to pay at seuerall dayes after the sayd Blands death 2509 l. 3 s. 4 d. to seuerall persons, being children, grand-children, and others neere of kin, vnto the sayd Peter Bland.

- Note that
1. For these Executory payments, the sayd Lawrence Lownes gaue security by Indenture of couenants, and bonds of 4000 l.
 2. The Lands not worth about 3000 l. to be sold.

2. Considerations of loue, &c.
1. For that the sayd Lawrence Lownes had formerly at the instance of the sayd Peter Bland, married his the said Blands neece, whom the sayd Bland had brought vp from her infancy, and was also esteemed by him as his daughter.
 2. For that the sayd Lawrence Lownes had bene for a long time a carefull and faithfull dealer, and preseruer of and for the said Blands estate, which was very trouble-some and perplexed.
 3. That the sayd Peter Bland loued the sayd Lawrence Lownes very tenderly, had an especiall opinion of him grounded vpon sufficient trials, and desired therefore some way to ingage him the more, not for himselfe onely during his life, but afterwards wish the care and managing of the estates of his great children.

It is fully and directly prooued by many Witnessses of credit without all manner of exception, that at and during the making and perfecting of those conueyances and assurances, (being almost eight moneths in doing) as also before and after the sayd Peter Bland was of an able disposing memory, and vnderstanding, and that at sundry times, and before persons of great credit, he voluntarily expressed his hearty loue to the sayd Lawrence Lownes, with wishes that the before bargained premises had bene more worth, and that he the sayd Peter Bland had bene of better abilitie, to doe him, the sayd Lawrence Lownes more good in requitall of his great loue and paines.

- This bargain was ratified and allowed of by the sayd Peter Bland, by subsequent Acts during all his life after.
1. In his the sayd Peter Bland receiuing the sayd 310 l. per annum during his life, being about two yeares after according to the said bargain by quarterly payments, as appeareth by eight seuerall acquittances, vnder his hand and seale proued.
 2. Besides the before mentioned Acts and conueyances) the sayd Peter Bland by his last Will and Testament in Writing, made and Published the 27. of Iune, 1. Reg. Caroli, made a principall relation vnto the sayd bargain, and made thereof the sayd Lawrence Lownes, and his brother John Bland his Executors, and liued a yeare and a halfe after, still continuing his the sayd Lawrence Lownes, Executorship, in signe also of his constant loue and opinion of him, and approbation of the sayd bargain.

- The premises considered the said Lawrence Lownes hopes that it appears thus
1. This was no great benefit vnto the sayd Lawrence Lownes.
 2. No preiudice but aduantage to the sayd Peter Bland in his owne particular.
 3. The sayd Peter Bland might the better doe thus, hauing no Sonnes.
 4. Little or no preiudice came hereby to his Children, grand-children, and other kindred, among whom besides his former chargeable preferments of his Daughters in marriage; and the sayd 50 l. per annum to his Daughter Langborne, he did by and vpon the sayd bargain dispose the sayd whole 2509 l. 3 s. 4 d. besides the rest of his estate, to and among them also being about 6000 l. albeit amongst them there were not wanting some iust causes of Peter Blands displeasure towards them.

The sole obiections agaynst the sayd bargain and assurances are, that all the benefits thereby redounding vnto the sayd Lawrence Lownes was corruptly, by circumuention, and without iust consideration drawne by the sayd Lawrence Lownes, from the sayd Peter Bland in his weaknesse; and therefore in the Court of Chancery, decreed agaynst him the sayd Lawrence Lownes onely, albeit the sayd Court would not declare, that the sayd Peter Bland was at the making of the assurances, or of the sayd Will De non sane memory, or that he was not of a disposing memory, nor would make voyd the sayd Conueyances, or Will, or disaduantage any whom they concerned, but the sayd Lawrence Lownes onely, as by the decree of the sayd Court made Septimo die Februarij Anno Regni Regis Caroli, tertio: Inter Arnoldum Herbert mil. & al. querend, Lawrencium Lownes & al. defend. whereto for more truth and certayne relation bee had, it may appeare. *The post script is to come in at this place*

To this as concerning all matter of supposed corrupt dealing, circumuention, or want of iust consideration, being matters which trench vpon the sayd Lownes his reputation as well as profit, hee with all due reference Humbly offers the contrary; and that as hee hopeth vpon most iust grounds and reasons, humbly desiring the proofes may be considered, and the cause examined.

Lawrence Lownes hath been in prison in the Fleet 11 or 12 prisoners 3 yeares for non performance of the sayd decree, and without any good ground sentenced by the Court of Chancery for his obtaining of the sayd Conueyances from Peter Bland and not freed of his sayd imprisonment until his wife and two children being infants by fine and recovery made assurance of the sayd Mannor and lands vnto the sayd Lawrence Lownes according to the compulsion of the sayd decree in Chancery.